

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM426055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NINE WEST DEVELOPMENT LLC		04/28/2017	Limited Liability Company: DELAWARE
ONE JEANSWEAR GROUP INC.		04/28/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK		
Street Address:	ONE BOSTON PLACE, 18TH FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	5031901	AK ANNE KLEIN SPORT	
Registration Number:	5031900	AK ANNE KLEIN SPORT	
Registration Number:	5041217	KENT & KING	
Serial Number:	87133672	9X9 TECHNOLOGY	
Serial Number:	87133602	9 X 9 TECHNOLOGY	
Serial Number:	86876437	AK SPORT	
Serial Number:	87189367	BB BANDOLINO	
Serial Number:	86894193	LONNA & LILLY	
Serial Number:	87162087	NINE WEST VINTAGE AMERICA COLLECTION	
Serial Number:	87162110	NINE WEST VINTAGE AMERICA COLLECTION	
Serial Number:	87223913	R.T. JAMES	
Serial Number:	87258459	WANDER ROAD	
Serial Number:	86752956	PET FRIENDS	
Serial Number:	86700660	PUMPROCKERS	
Serial Number:	86978978	VINTAGE AMERICA BLUES	
Serial Number:	86979523	VINTAGE AMERICA BLUES	
Serial Number:	87187599	BANDOLINO	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87239119	BA-CHIC
Serial Number:	87156952	CAST OF FREEDOM
Serial Number:	87163304	GLORIA VANDERBILT ORIGINALS
Serial Number:	87163283	GVNY GLORIA VANDERBILT JEANS COMPANY
Serial Number:	86957847	HAMMERHEAD TRADEMARK AUTHENTIC WORKWEARH
Serial Number:	86957788	HAMMERHEAD TRADEMARK AUTHENTIC WORKWEAR"
Serial Number:	87170635	IDEAL STATE
Serial Number:	87184879	IINDIGO YARDS
Serial Number:	87184856	INDIGO YARDS
Serial Number:	86927810	LETTER G
Serial Number:	86895850	SUNDAY RAIN
Serial Number:	87281723	WORKING DOG JEANS
Serial Number:	86719600	GLORIA VANDERBILT
Serial Number:	87203916	GLORIA VANDERBILT

CORRESPONDENCE DATA

Fax Number: 2124466460

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124464800

Email: hayley.smith@kirkland.com

Correspondent Name: KIRKLAND & ELLIS LLP

Address Line 1: ATTN: HAYLEY SMITH

Address Line 2: 601 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24466-1
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	05/03/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated April 28, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the “**Administrative Agent**”).

Reference is made to (i) the Credit Agreement, dated as of April 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), among, among others, Nine West Holdings, Inc. (as successor by merger to Jasper Merger Sub, Inc.), One Jeanswear Group Inc. (f/k/a Nine West Jeanswear Group, Inc.) (collectively, the “**Borrower**”), Jasper Parent LLC, the Lenders party thereto from time to time and Wells Fargo Bank, National Association, as Administrative Agent, (ii) each Secured Hedge Agreement, (iii) each Secured Bank Product Agreement, and (iv) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to issue Letters of Credit for the account of the Borrower or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements, certain Secured Parties or their Affiliates have agreed to enter into and/or maintain one or more Secured Bank Product Agreements, and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements, Secured Bank Product Agreements, or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements, the providers of Bank Product to enter into and/or maintain such Secured Bank Product Agreements, and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated April 8, 2014, made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks and Trademark registration applications set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.


SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

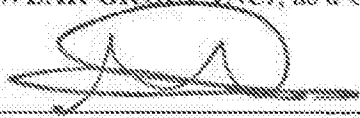
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IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Grant as of the date above first written.

NINE WEST DEVELOPMENT LLC, as a
Grantor

By: 
Name: Ralph A. Schipani
Title: President

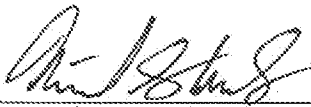
ONE JEANSWEAR GROUP INC., as a Grantor

By: 
Name: Ralph A. Schipani
Title: Vice President

Signature Page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 006048 FRAME: 0632

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Grantee

By: 
Name: Michael Stavrakos
Title: Vice President

SCHEDULE A

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>	<u>OWNER</u>
9X9 TECHNOLOGY	87/133,672	Aug 10, 2016	Nine West Development LLC
9X9 TECHNOLOGY and Design	87/133,602	Aug 10, 2016	Nine West Development LLC
AK SPORT	86/876,437	Jan 15, 2016	Nine West Development LLC
BANDOLINO logo	87/189,367	Sep 30, 2016	Nine West Development LLC
LONNA & LILLY	86/894,193	Feb 2, 2016	Nine West Development LLC
NINE WEST VINTAGE AMERICA COLLECTION	87/162,087	Sep 6, 2016	Nine West Development LLC
NINE WEST VINTAGE AMERICA COLLECTION	87/162,110	Sep 6, 2016	Nine West Development LLC
RT JAMES	87/223,913	Nov 2, 2016	Nine West Development LLC
WANDER ROAD	87/258,459	Dec 6, 2016	Nine West Development LLC
PET FRIENDS	86/752,956	Sep 10, 2015	Nine West Development LLC
PUMPROCKER	86/700,660	Jul 22, 2015	Nine West Development LLC
VINTAGE AMERICA BLUES (Child App.)	86/978,978	Sep 24, 2013	Nine West Development LLC
VINTAGE AMERICA BLUES and logo (Child)	86/979,523	May 22, 2014	Nine West Development LLC
AK ANNE KLEIN SPORT	5031901	Jan. 28, 2016	Nine West Development LLC
AK ANNE KLEIN SPORT	5031900	Jan. 28, 2016	Nine West Development LLC
BANDALINO	87/187599	Sept. 29, 2016	Nine West Development LLC
KENT & KING	5041217	Apr 11, 2016	Nine West Development LLC

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP./REG. DATE</u>	<u>OWNER</u>
BA-CHIC	87/239,119	Nov 16, 2016	One Jeanswear Group Inc.
BROKEN BARRIERS	87/156,952	Aug 31, 2016	One Jeanswear Group Inc.
GLORIA VANDERBILT ORIGINALS	87/163,304	Sep 7, 2016	One Jeanswear Group Inc.
GVNY GLORIA VANDERBILT JEANS COMPANY	87/163,283	Sep 7, 2016	One Jeanswear Group Inc.
HAMMERHEAD TRADEMARK HARD WORKING DENIM DESIGNED FOR COMFORT AUTHENTIC WORKWEAR and Anvil Design	86/957,847	Mar 30, 2016	One Jeanswear Group Inc.
HAMMERHEAD TRADEMARK HARD WORKING DENIM DESIGNED FOR COMFORT AUTHENTIC WORKWEAR/Anvil Sharks	86/957,788	Mar 30, 2016	One Jeanswear Group Inc.
IDEAL STATE	87/170,635	Sep 14, 2016	One Jeanswear Group Inc.
IINDIGO YARDS	87/184,879	Sep 27, 2016	One Jeanswear Group Inc.
INDIGO YARDS	87/184,856	Sep 27, 2016	One Jeanswear Group Inc.
LETTER G	86/927,810	Mar 3, 2016	One Jeanswear Group Inc.
SUNDAY RAIN	86/895,850	Feb 3, 2016	One Jeanswear Group Inc.
WORKING DOG JEANS	87281723	Dec 27, 2016	One Jeanswear Group Inc.
GLORIA VANDERBILT	86/719,600	Aug 10, 2015	One Jeanswear Group Inc.
GLORIA VANDERBILT	87/203916	Oct 14, 2016	One Jeanswear Group Inc.